

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

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5171 CAMPBELLS LAND CO., INC.

Debtor.

)  
) Chapter 11  
) Case No. 19-22715-CMB  
) Related to Doc. No. 72, 106  
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**SECOND AMENDMENT TO REVISED STIPULATION AND CONSENT ORDER**

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AND NOW come 5171 Campbells Land Co., Inc. (“Debtor”) and Perkins & Marie Callender’s, LLC (“PMC” and together with Debtor, the “Parties”), by and through their counsel, and file this Second Amendment to Revised Stipulation and Consent Order (the “Second Amendment”) as follows:

**BACKGROUND**

1. On July 19, 2019, the Parties filed, and this Court approved, that certain Revised Stipulation and Consent Order (as amended by the First Amendments described in Paragraph 3 below, the “Stipulation,” Doc. No. 72).

2. The Stipulation provided, among other things, that any objections to the Stipulation were required to be filed by July 29, 2019. No objections were filed.

3. On August 1, 2019, the Parties filed, and this Court approved, Amendments to Revised Stipulation and Consent Order (the “First Amendments,” Doc. No. 106).

4. Debtor has filed Emergency Motions to Sell the contents of certain of the restaurants which are the subject of the Stipulation (the “Sale Motions,” Doc. Nos. 149, 151, 153 and 158).

5. In order to allow for closing upon approval of the Sale Motions and to ensure compliance with the Stipulation by Debtor, the Parties have agreed to the Second Amendments as set forth herein.

### **SECOND AMENDMENTS**

6. Paragraph 49 of the Stipulation is deleted and replaced with the following new Paragraph 49:

49. (a) With regard to Store Numbers 2474, 2537, 3346, 3458, 3459, 3463, 3466, 3495, 3531, 3604, 3670, 3709 and 3794 listed on page 4 herein, PMC agrees to extend Debtor's temporary license to the earlier of (i) closing on the sale of those stores or (ii) September 6, 2019.

(b) With regard to Store Numbers 2537, 3383 and 3463 listed on page 4 herein (the "Non-Perkins Sold Restaurants"), Debtor shall certify in writing to PMC, prior to the closing(s) on the sales of the Non-Perkins Sold Restaurants but in no event later than September 6, 2019, that it has fully complied with the TRO including but not limited to the following:

(i) removing from the premises of the Non-Perkins Sold Restaurants (the "Premises") the oversized American flag.

(ii) removing from the Premises and destroying any and all signs, menus, advertising, materials, stationery, forms or other articles that display or contain any PMC trademark or that otherwise identify or relate to a Perkins restaurant.

(iii) removing from the Premises and returning to PMC all Operating Manuals.

(iv) taking such action to alter the physical interior and exterior décor of the Non-Perkins Sold Restaurants (specifically including, but not limited to, removing distinctive architectural features of or on the building) as will effectively de-identify and distinguish the Non-Perkins Sold Restaurants from the PMC Perkins' brand.

(c) With regard to Store Numbers 3382, 3388, 3448, 3460, 3464, 3474, 3523, 3525, 3572, 3573, 3730, 3731 and 3844 listed on page 4 herein (the "Remaining Restaurants"), Debtor shall cease operating as Perkins restaurants on or before September 6, 2019, and shall certify in writing on or before September 10, 2019, that it has covered all signage identifying the Remaining Restaurants as Perkins restaurants.

7. Paragraph 51 of the Stipulation is deleted and replaced with the following new Paragraph 51.

51. Pursuant to a temporary license, Debtor shall be entitled to operate the restaurants listed in Paragraph 49(a) until the earlier of (a) closing(s) on the sales contemplated by the Sale Motions and (b) September 6, 2019 (the "Termination Date").

8. Except as specifically amended herein, all other terms of the Stipulation shall remain in full force and effect.

9. These amendments shall become effective upon approval of these amendments and of Sale Motions filed at Doc. Nos. 151, 153 and 158.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2019.

BY THE COURT

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Carlota Böhm  
Chief Bankruptcy Judge

Consented to this 29<sup>th</sup> day of August, 2019.

s/ Robert O. Lampl

Robert O. Lampl  
PA ID #19809  
Ryan J. Cooney  
PA ID #319213  
223 Fourth Ave., 4<sup>th</sup> Floor  
Pittsburgh, PA 15222  
Phone: (412) 392-0330  
Email: [rlampl@lampllaw.com](mailto:rlampl@lampllaw.com)

Attorneys for 5171 Campbells Land Co.,  
Inc., Debtor

s/ Joel M. Walker

Joel M. Walker  
PA ID #26515  
Duane Morris LLP  
600 Grant Street  
Suite 5010  
Pittsburgh, PA 15219  
Phone: (412) 497-1042  
Email: [jmwalker@duanemorris.com](mailto:jmwalker@duanemorris.com)

Attorneys for Perkins & Marie Callender's,  
LLC

**CERTIFICATE OF SERVICE**

I certify under penalty of perjury that I served the within Second Amendment to Revised Stipulation and Consent Order on all counsel of record via the Court's CM/ECF system, as listed below, on August 29, 2019.

Christopher J. Azzara on behalf of Creditor US Foods, Inc.  
[cazzara@smgglaw.com](mailto:cazzara@smgglaw.com), [ccallahan@smgglaw.com](mailto:ccallahan@smgglaw.com); [kmaiorano@smgglaw.com](mailto:kmaiorano@smgglaw.com)

James Bauerle on behalf of Creditor Vision Financial Group, Inc.  
[jbauerle@kwblegal.com](mailto:jbauerle@kwblegal.com)

Robert S. Bernstein on behalf of Creditor Committee Official Committee Of Unsecured Creditors  
[rbernstein@bernsteinlaw.com](mailto:rbernstein@bernsteinlaw.com), [pghecf@bernsteinlaw.com](mailto:pghecf@bernsteinlaw.com); [cwirick@bernsteinlaw.com](mailto:cwirick@bernsteinlaw.com); [rbernstein@ecf.courtdrive.com](mailto:rbernstein@ecf.courtdrive.com); [cwirick@ecf.courtdrive.com](mailto:cwirick@ecf.courtdrive.com)

Kirk B. Burkley on behalf of Creditor Committee Official Committee Of Unsecured Creditors  
[kburkley@bernsteinlaw.com](mailto:kburkley@bernsteinlaw.com), [pghecf@bernsteinlaw.com](mailto:pghecf@bernsteinlaw.com); [cwirick@bernsteinlaw.com](mailto:cwirick@bernsteinlaw.com); [kburkley@ecf.courtdrive.com](mailto:kburkley@ecf.courtdrive.com); [cwirick@ecf.courtdrive.com](mailto:cwirick@ecf.courtdrive.com)

Allison L. Carr on behalf of Creditor William T. Spaeder Co., Inc.  
[acarr@tuckerlaw.com](mailto:acarr@tuckerlaw.com), [agilbert@tuckerlaw.com](mailto:agilbert@tuckerlaw.com)

Francis E. Corbett on behalf of Creditor Tri State Restaurant Equipment Company, Inc.  
[fcorbett@fcorbettlaw.com](mailto:fcorbett@fcorbettlaw.com), [fcorbett7@gmail.com](mailto:fcorbett7@gmail.com)

Donna M. Donaher on behalf of Creditor c/o Donna Donaher First National Bank of Pennsylvania  
[donaherd@fnb-corp.com](mailto:donaherd@fnb-corp.com)

James F. Grenen on behalf of Creditor STORE Capital Acquisitions, LLC  
[jgrenen@grenenbirsic.com](mailto:jgrenen@grenenbirsic.com)

James F. Grenen on behalf of Creditor STORE Master Funding XIII, LLC  
[jgrenen@grenenbirsic.com](mailto:jgrenen@grenenbirsic.com)

David Andrew Haworth on behalf of Creditor STORE Capital Acquisitions, LLC  
[haworthd@ballardspahr.com](mailto:haworthd@ballardspahr.com), [hartt@ballardspahr.com](mailto:hartt@ballardspahr.com); [ganzc@ballardspahr.com](mailto:ganzc@ballardspahr.com)

David Andrew Haworth on behalf of Creditor STORE Master Funding XIII, LLC  
[haworthd@ballardspahr.com](mailto:haworthd@ballardspahr.com), [hartt@ballardspahr.com](mailto:hartt@ballardspahr.com); [ganzc@ballardspahr.com](mailto:ganzc@ballardspahr.com)

John Joseph Heurich, Jr. on behalf of Creditor L-Four, L.P.  
[jheurich@lynchlaw-group.com](mailto:jheurich@lynchlaw-group.com)

John Joseph Heurich, Jr. on behalf of Creditor Ronald G Linaburg  
[jheurich@lynchlaw-group.com](mailto:jheurich@lynchlaw-group.com)

Alan C. Hochheiser on behalf of Creditor AmTrust North America, Inc. on behalf of Technology Insurance Company, Inc.  
[ahochheiser@mauricewutscher.com](mailto:ahochheiser@mauricewutscher.com)

Joseph Edward Hudak on behalf of Interested Party MARC Group LLC  
[josephhudaklaw@gmail.com](mailto:josephhudaklaw@gmail.com)

Joseph Edward Hudak on behalf of Interested Party Peter Kaplan  
[josephhudaklaw@gmail.com](mailto:josephhudaklaw@gmail.com)

Ryan James on behalf of Creditor BurMac Commercial Roofing, Inc.  
[RXJ@galantertomosovich.com](mailto:RXJ@galantertomosovich.com)

Michael P. Kruszewski on behalf of Creditor Erie County Tax Claim Bureau  
[mkruszewski@quinnfirm.com](mailto:mkruszewski@quinnfirm.com), [knottingham@quinnfirm.com](mailto:knottingham@quinnfirm.com); [mboni@quinnfirm.com](mailto:mboni@quinnfirm.com); [quinnbankruptcy@gmail.com](mailto:quinnbankruptcy@gmail.com); [mmbquinnbankruptcy@gmail.com](mailto:mmbquinnbankruptcy@gmail.com); [mtrayer@quinnfirm.com](mailto:mtrayer@quinnfirm.com); [gbebko@quinnfirm.com](mailto:gbebko@quinnfirm.com)

Robert O Lampl on behalf of Debtor 5171 Campbells Land Co., Inc.  
[rol@lampllaw.com](mailto:rol@lampllaw.com), [jschemm@lampllaw.com](mailto:jschemm@lampllaw.com); [jlacher@lampllaw.com](mailto:jlacher@lampllaw.com); [dfuchs@lampllaw.com](mailto:dfuchs@lampllaw.com); [eslagle@lampllaw.com](mailto:eslagle@lampllaw.com); [neish51@gmail.com](mailto:neish51@gmail.com); [jcooney@lampllaw.com](mailto:jcooney@lampllaw.com); [rcooney@lampllaw.com](mailto:rcooney@lampllaw.com); [slampl@lampllaw.com](mailto:slampl@lampllaw.com); [RossLampl@lampllaw.com](mailto:RossLampl@lampllaw.com); [rkunkel@lampllaw.com](mailto:rkunkel@lampllaw.com)

Michael C. Mazack on behalf of Creditor L-Four, L.P.  
[mmazack@lynchlaw-group.com](mailto:mmazack@lynchlaw-group.com)

Michael C. Mazack on behalf of Creditor Ronald G Linaburg  
[mmazack@lynchlaw-group.com](mailto:mmazack@lynchlaw-group.com)

John R. O'Keefe, Jr. on behalf of Creditor Dollar Bank, Federal Savings Bank  
[jokeefe@metzlewis.com](mailto:jokeefe@metzlewis.com)

Office of the United States Trustee  
[ustregion03.pi.ecf@usdoj.gov](mailto:ustregion03.pi.ecf@usdoj.gov)

Michael Paul Oliverio on behalf of Creditor L-Four, L.P.  
[moliverio@lynchlaw-group.com](mailto:moliverio@lynchlaw-group.com), [syellin@lynchlaw-group.com](mailto:syellin@lynchlaw-group.com); [cleonard@lynchlaw-group.com](mailto:cleonard@lynchlaw-group.com)

Michael Paul Oliverio on behalf of Creditor Ronald G Linaburg  
[moliverio@lynchlaw-group.com](mailto:moliverio@lynchlaw-group.com), [syellin@lynchlaw-group.com](mailto:syellin@lynchlaw-group.com); [cleonard@lynchlaw-group.com](mailto:cleonard@lynchlaw-group.com)

Donald L. Phillips on behalf of Attorney CLEVELAND BROTHERS EQUIPMENT CO INC  
[dphillips@donaldphillipslaw.com](mailto:dphillips@donaldphillipslaw.com), [ashapiro@donaldphillipslaw.com](mailto:ashapiro@donaldphillipslaw.com)

Aurelius P. Robleto on behalf of Creditor Elmhurst Properties, Inc.  
[apr@robletolaw.com](mailto:apr@robletolaw.com),  
[rmk@robletolaw.com](mailto:rmk@robletolaw.com), [ecf\\_admin@robletolaw.com](mailto:ecf_admin@robletolaw.com), [apr@ecf.courtdrive.com](mailto:apr@ecf.courtdrive.com)

Melissa Lou Van Eck on behalf of Creditor Commonwealth of Pennsylvania Department of Revenue  
[mvaneck@attorneygeneral.gov](mailto:mvaneck@attorneygeneral.gov)

Samuel C. Wisotzkey on behalf of Creditor Reinhart Foodservice, L.L.C.  
[swisotzkey@kmksc.com](mailto:swisotzkey@kmksc.com), [kmksc@kmksc.com](mailto:kmksc@kmksc.com)

Paul R. Yagelski on behalf of Creditor Reinhart Foodservice, L.L.C.  
[pryagelski@rothmangordon.com](mailto:pryagelski@rothmangordon.com), [jdmyers@rothmangordon.com](mailto:jdmyers@rothmangordon.com)

Jennifer Zap on behalf of Attorney Ohio Department of Taxation  
[jennifer.zap@ohioattorneygeneral.gov](mailto:jennifer.zap@ohioattorneygeneral.gov)

Norma Hildenbrand, on behalf of the United States Trustee by on behalf of U.S. Trustee Office of the United States Trustee  
[Norma.L.Hildenbrand@usdoj.gov](mailto:Norma.L.Hildenbrand@usdoj.gov)

By: /s/ Joel M. Walker